

Member FDIC

V First Valley Bank ^{3-159A00C}

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1 North Jackson • P O Box 2708 • McAllen, TX 78502 • (210) 682-5205 • FAX (210) 682-0021

• 18253
RECORDATION NO. _____ FILED 1425

JUN 8 1993 10:10AM

INTERSTATE COMMERCE COMMISSION

June 3, 1993

Ms. Mildred Lee
Secretary
Interstate Commerce Commission
12th & Constitution Ave. N.W.
Washington, D.C. 20423

MOTOR OPERATING UNIT
JUN 8 1993 12:05 PM

Re: Texas Railcar Leasing Company, Inc.

Dear Ms. Lee:

I have enclosed an original and one certified copy of the documents described below to be recorded pursuant to Section 11303, Title 49 of the U.S. Code.

The document described is a Security Agreement, being a primary document, dated June 3, 1993. A description of the equipment covered by the document is as follows:

Seven (7) 3500 cubic foot covered top hopper railcars identified with specific car numbers as follows: TRLX - 5320, 5321, 5322, 5323, 5324, 5325 and 5326.

Debtor's rights, title and interest in and to Master Lease Agreement No. 93/0007 between Texas Railcar Leasing Company, a Texas Corporation and Transmatrix, Inc., an Illinois Corporation on June 1, 1993.

A fee of \$17.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Jeffrey F. Fitch, Senior Vice President, First Valley Bank, P.O. Box 2708, McAllen, TX 78502.

Raymondville

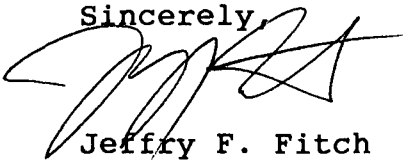
Donna

McAllen

A short summary of the document to appear in the index is as follows:

A Security Agreement between Texas Railcar Leasing Company, Inc., P.O. Box 1330, McAllen, TX 78502 and First Valley Bank, P.O. Box 2708, McAllen, TX 78502 dated June 3, 1993 and covering seven (7) 3500 cubic foot covered top hopper railcars.

Sincerely,

A handwritten signature in black ink, appearing to read 'JFF', is written over the word 'Sincerely,'.

Jeffrey F. Fitch
Senior Vice President

JFF:pu

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

6/8/93

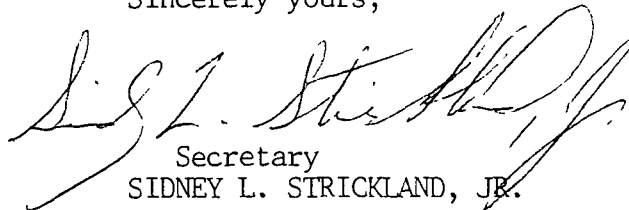
OFFICE OF THE SECRETARY

Jeffry F. Fitch
Senior Vice President
First Valley Bank
1 North Jackson
P.O.Box 2708
McAllen Texas 78502

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **6/8/93** at **10:10am**, and assigned
recordation number(s). **18253**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SECURITY AGREEMENT

JUN 8 1993 10:10AM

JF / PUBLIC STATE COMMERCE COMMISSION (210) 630-2723 DATE JUNE 3, 1993 74-2511727 FILE # 2246353

DEBTOR	TEXAS RAILCAR LEASING COMPANY, INC.	SECURED PARTY	FIRST VALLEY BANK, MCALLEN
BUSINESS OR RESIDENCE ADDRESS	P.O. BOX 1330	ADDRESS	P.O. BOX 809/400 WEST HIDALGO
CITY, STATE & ZIP CODE	MCALLEN TEXAS 78502	CITY, STATE & ZIP CODE	RAYMONDVILLE, TEXAS 78580

1 Security Interest and Collateral To secure the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several, all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral") (check applicable boxes and complete information)

- (a) INVENTORY
☐ All inventory of Debtor, whether now owned or hereafter acquired and wherever located,
- (b) EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS
☐ All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment)
☐ All farm products of Debtor, whether now owned or hereafter acquired, including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof, and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Debtor in farming operations The real estate concerned with the above described crops growing or to be grown is

and the name of the record owner is

☒ The following goods or types of goods **SEVEN (7) 3500 CUBIC FOOT COVERED TOP HOPPER RAILCARS IDENTIFIED WITH SPECIFIC CAR NUMBERS AS FOLLOWS: TRLX 5320, 5321, 5322, 5323, 5324, 5325 AND 5326. DEBTOR'S RIGHTS, TITLE AND INTEREST IN AND TO MASTER LEASE AGREEMENT NO. 93/0007 BETWEEN TEXAS RAILCAR LEASING COMPANY, A TEXAS CORPORATION AND TRANSMATRIX, INC. AN ILLINOIS CORPORATION ON JUNE 1, 1993.**

- (c) ACCOUNTS AND OTHER RIGHTS TO PAYMENT
☐ Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor, all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable
☐

- (d) GENERAL INTANGIBLES
☐ All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds

together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods

2. Representations, Warranties and Agreements Debtor represents, warrants and agrees that

- (a) Debtor is ☐ an individual, ☐ a partnership, ☒ corporation and, if Debtor is an individual, the Debtor's residence is at the address of Debtor shown at the beginning of this Agreement
- (b) The Collateral will be used primarily for ☐ personal, family or household purposes, ☐ farming operations, ☒ business purposes
- (c) ☐ If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is

and the name of the record owner is

- (d) Debtor's chief executive office is located at or, if left blank, at the address of Debtor shown at the beginning of this Agreement

THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART HEREOF

By **FIRST VALLEY BANK, MCALLEN**
 Title **SENIOR VICE PRESIDENT**

By **Harry Howell**
 Title **PRESIDENT**

I CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL.

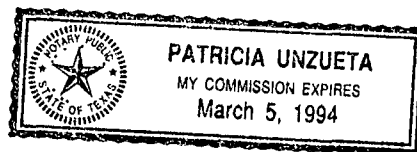
JEFFRY F. FITCH, SENIOR V.P.

By
 Title

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 3rd day of June, 1993 by Henry Novell, Sole Proprietor of Texas Railcar Leasing Company, Inc. on behalf of said corporation.

Patricia Unzueta
Notary Public



State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 3rd day of June, 1993 by Jeffry F. Fitch, Senior Vice President of First Valley Bank, a Texas Corporation, McAllen, Texas, on behalf of said corporation.

Patricia Unzueta
Notary Public

